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9 Attorneys for Defendants,  
10 **COUNTY OF LOS ANGELES and SERGEANT TRAVIS KELLY**  
11 (*Defendants is exempt from filing fees pursuant to Government Code § 6103*)

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

JOSHUA ASSIFF,

Plaintiffs,

v.

COUNTY OF LOS ANGELES;  
SHERIFF DEPUTY BADGE  
NUMBER 404532; And DOES 1  
through 10,

Defendants.

Case No.: 2:22-cv-05367 RGK(MAAx)

**DECLARATION OF MOLSHREE  
GUPTA IN SUPPORT OF  
DEFENDANTS' OPPOSITION TO  
PLAINTIFF'S MOTION TO ENFORCE  
SETTLEMENT**

Action Filed: August 3, 2022  
Pretrial Conference: July 10, 2023  
Trial Date: July 25, 2023

Assigned to:  
Hon. R. Gary Klausner, District Judge  
Courtroom 850

All Discovery Matters Referred to:  
Hon. Maria A. Audero, District Judge

**DECLARATION OF MOLSHREE GUPTA**

1 I, Molshree Gupta, declare as follow:

2 1. I am an attorney at law duly licensed to practice as such before all the courts  
3 of the State of California and am a partner in the law offices of Kjar, McKenna &  
4 Stockalper, LLP, attorneys of record for Defendants, COUNTY OF LOS ANGELES and  
5 SERGEANT TRAVIS KELLY.

6 2. This declaration is made in support of Defendant's Opposition to Plaintiff's  
7 Motion to Enforce Settlement.

8 3. On July 25, 2023, the parties agreed to dismiss the action, pending  
9 execution of settlement agreement and completion of settlement - in lieu of proceeding  
10 with a Trial that day.

11 4. The settlement in this case was contingent upon the County of Los Angeles  
12 approval process. The Settlement Agreement in this case was executed on August 14,  
13 2023.

14 5. Starting in mid-October of 2023, Plaintiff's counsel began to routinely  
15 inquire regarding the status of settlement completion with defense counsel. See **Exhibit**  
16 **A.**

17 6. On December 20, 2023, defense counsel advised Plaintiff's counsel that  
18 "that the LASD continues to work on its internal review procedures which need to be  
19 completed before the matter can undergo further County review/approval." See **Exhibit**  
20 **A.** Plaintiff's counsel immediately responded with "WTF does that mean?... Any  
21 intentional delay would be a breach of the settlement." See *id.* Upon reminder from  
22 defense counsel regarding the settlement terms pertaining to the approval process,  
23 Plaintiff's counsel responded with his suspicion that Defendants have chosen to "sit on  
24 the settlement for five months." See *id.* Defense counsel immediately responded to  
25 advise Plaintiff's counsel regarding the County's requisite, "consuming and  
26 comprehensive corrective action and internal review process." See *id.*  
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1       7.     In February of 2024, defense counsel advised Plaintiff's counsel that  
2 "LASD Risk Management anticipates having their internal required documentation  
3 completed in March."

4       8.     However, by May of 2024, defense counsel learned that structural changes  
5 and staffing challenges at the LASD Risk Management Bureau resulted in a backlog of  
6 pending corrective action plans, and that the foregoing may cause the Bureau to be  
7 unable to complete the subject corrective action plan until June of 2024. In May of  
8 2024, defense counsel wrote to Plaintiff's counsel to explain the backlog. See **Exhibit**  
9 **B.**

10      10.    In June of 2024, defense counsel advised Plaintiff's counsel that the subject  
11 corrective action plan was anticipated to be complete within 3-4 weeks. See **Exhibit B.**

12      11.    In August of 2024, defense counsel apologized for the unintentional delay  
13 in completion of the corrective action plan due to unanticipated backlog, and updated  
14 Plaintiff's counsel that the completed corrective action plan was being circulated for  
15 final approval. See **Exhibit B.**

16      12.    On October 7, 2024, defense counsel again updated Plaintiff's counsel that  
17 the settlement funds were anticipated to be disbursed by December of 2024. See **Exhibit**  
18 **B.**

19      13.    In March of 2023, the LASD Risk Management Bureau, previously under  
20 the Professional Standards Division, became part of the Office of Constitutional  
21 Policing. See *concurrently filed Declaration of Lieutenant Roth*. At that time, a new  
22 format and structure of the Corrective Action Plans were implemented within the  
23 Department. See *id.* With said change, the format and structure of Corrective Action  
24 Plans required all earlier pending plans to be revised. See *id.*

25      14.    The foregoing changes structural changes, in addition to staffing challenges,  
26 resulted in a backlog of over fifteen (15) pending CAP/SCAPs and three (3) court orders.  
27 The LASD Risk Management Bureau was unable to complete the CAP/SCAP in this

1 action prior to August 2024 due to the aforementioned backlog.

2 15. However, in August of 2023, defense counsel was not aware that the  
3 foregoing structural changes and other challenges would impact the rate at which the  
4 Department would be able to complete the backlog of pending CAP/SCAPs. At that  
5 time, defense counsel reasonably believed that the CAP/SCAP would be completed,  
6 reviewed and executed, and that the County's settlement approval process should  
7 thereafter be completed by Spring 2024.

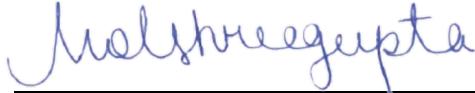
8 16. Defendants did not intend to make any misrepresentation to Plaintiff or to  
9 the Court regarding the timeline of the completion of the settlement approval process,  
10 and any unintentional misrepresentation was due to inadvertent, *but good faith*, belief.

11 17. On October 8, 2024, defense counsel advised Plaintiff's counsel that the  
12 subject settlement "was approved by the [Los Angeles County] Contract Cities Claims  
13 Board on October 2, 2024," and that the "settlement is on the Public Safety Cluster  
14 Agenda Review (CAR) for November 13, 2024." See **Exhibit C**. Defense counsel  
15 further advised that the settlement is anticipated "to be placed on the Board of  
16 Supervisors agenda for December 2024." See *id.*  
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18 18. During a conference with Plaintiff's counsel on October 8, 2024, defense  
19 counsel again communicated the reasons for the delay in the settlement approval process  
20 in response to Plaintiff's counsel's accusations of intentional delay. As such, Defendants  
21 pled with Plaintiff to refrain from the subject Motion - as there was no intended breach  
22 by Defendants and the parties were at the "last steps of settlement approval." See  
23 **Exhibit C**.

24 I declare under penalty of perjury under the laws of the State California that the  
25 foregoing is true and correct.

26 Executed on October 28, 2024, at Los Angeles, California.

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Molshree Gupta

## **CERTIFICATE OF SERVICE**

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 100, El Segundo, California 90245.

On October 28, 2024, I served the foregoing document described as **DECLARATION OF MOLSHREE GUPTA IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

**SEE ATTACHED SERVICE LIST**

**By Mail** I caused such envelope(s) to be deposited in the mail at El Segundo, California. The envelope was mailed with postage thereon fully prepaid and addressed to the parties listed on the Service List. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

XX **By Email** Based upon a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in the Service List. My email address is [mnixon@kmslegal.com](mailto:mnixon@kmslegal.com).

**By Personal Service** I caused such document to be Personally Served on the parties listed in the Service List.

XX **State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2024, at El Segundo, California.

Manif

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Maria Nixon

## **SERVICE LIST**

**Assiff, Joshua vs. County of Los Angeles, et al.**

Central District- Case No.: 2:22-cv-05367 RGK(MAAx)

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**JOSHUA ASSIFF**